

A. G. Contract No. KR94161TRN  
ECS File No.: 94-37  
Project: Advance Traveler  
Information System  
Fund: STP-900-0(90)/H3719 01X  
City of Tucson Contract No. 0298-94

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

THIS AGREEMENT is entered into 19 July, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF TUCSON, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. As part of an overall motor vehicle transportation  
congestion management plan, the State and the City have  
identified a requirement for an advance traveler information  
system, which will communicate realtime area traffic  
information on the city cable television channel to interested  
viewers, at an estimated cost of \$50,000.00.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>18735</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/19/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE

### 1. The City will:

a. Procure necessary computer hardware and software and establish an appropriate link with the cable television system. Develop and implement a realtime traffic information system which will broadcast on the city cable television channel to interested viewers, providing up-to-date area traffic congestion information to the general public.

b. Provide matching funds for the program from other sources in the amount of \$2,850.00.

c. Invoice the State in the amount of \$47,150.00 to partially fund the program.

### 2. The State will:

a. Within thirty days after receipt and approval of an invoice, pay the City \$47,150.00.

## III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. Should the program not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

2. This agreement shall become effective upon filing with the Secretary of State, and may be amended in writing by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Tucson  
Transportation Director  
PO Box 27210  
Tucson, AZ 85726-7210

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

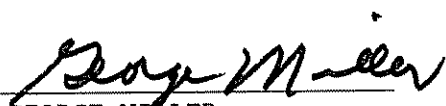
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF TUCSON**

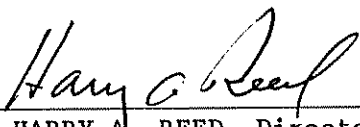
**STATE OF ARIZONA**

Department of Transportation

By


  
GEORGE MILLER  
Mayor

By

  
HARRY A. REED, Director  
Transportation Planning

ATTEST


By

  
KATHY DETRICK  
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of May 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the development and implementation of an Advance Traveler Information System which will provide realtime area traffic information on a local cable television program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

for:   
LARRY S. BONINE  
Director

ADOPTED BY THE  
MAYOR AND COUNCIL

JUN 20 1994

RESOLUTION NO. 16636

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FUNDING THE ADVANCE TRAVELER INFORMATION SYSTEM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona funding the Advance Traveler Information System, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 94-37

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 2nd day of June, 1994.

Clisabel SGO

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT

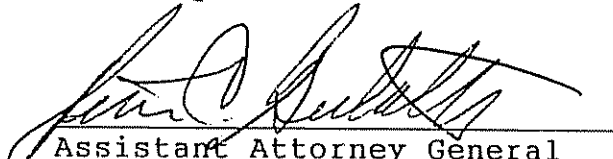
DETERMINATION

A.G. Contract No. KR94-1611-TRN, is an agreement between public agencies and has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13<sup>th</sup> day of July, 1994.

GRANT WOODS  
Attorney General

  
Assistant Attorney General  
Transportation Section